
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): December 6, 2021

THE GOODYEAR TIRE & RUBBER COMPANY

(Exact name of registrant as specified in its charter)

Ohio
(State or other jurisdiction
of incorporation)

1-1927
(Commission
File Number)

34-0253240
(I.R.S. Employer
Identification No.)

200 Innovation Way, Akron, Ohio
(Address of principal executive offices)

44316-0001
(Zip Code)

Registrant's telephone number, including area code: (330) 796-2121

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Without Par Value	GT	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 6, 2021, the Board of Directors of The Goodyear Tire & Rubber Company (the “Company”) approved amendments to the Company’s Supplementary Pension Plan (the “Supplementary Plan”) that closes the Supplementary Plan to new participants effective as of December 31, 2021. The Supplementary Plan will otherwise continue in full force and effect with respect to all current participants, including the Company’s current executive officers. The Company does not expect to add any new participants to the Supplementary Plan before December 31, 2021.

On December 6, 2021, the Board of Directors of the Company also approved amendments to the Company’s Defined Contribution Excess Benefit Plan (the “DC Excess Benefit Plan”) to permit the award and deferral of performance-based contributions to individuals selected by the Compensation Committee of the Board of Directors who are not participants in the Supplementary Plan. The performance-based contributions will be notionally credited to a participant’s account based on the degree of attainment of Company-wide performance objectives under the Company’s Executive Annual Incentive Plan (“EAIP”) for the relevant performance period as follows:

- (1) Minimum Performance: 0% of annual base salary and EAIP bonus;
- (2) Threshold Performance: 7% of annual base salary and EAIP bonus;
- (3) Target Performance: 14% of annual base salary and EAIP bonus; and
- (4) Maximum Performance: 28% of annual base salary and EAIP bonus.

A participant’s aggregate performance-based contributions will vest 50% after five years of participation in the performance-based benefits feature of the DC Excess Benefit Plan, 75% after seven years of participation and 100% after ten years of participation. In addition, a participant’s aggregate performance-based contributions will fully vest at age 62 or upon death or separation from service due to disability, regardless of years of participation. Subject to applicable law and the related provisions of the DC Excess Benefit Plan, a participant’s vested aggregate performance-based contributions will be paid as a lump sum within 90 days of their death or separation from service.

The amendments to the DC Excess Benefit Plan will be effective on January 1, 2022. None of the Company’s current executive officers will be participants in the DC Excess Benefit Plan since they are participants in the Supplementary Plan. The Company expects that future executive officers will be selected by the Compensation Committee to be participants in the DC Excess Benefit Plan.

The foregoing descriptions of the Supplementary Plan and the DC Excess Benefit Plan are qualified in their entirety by reference to the provisions of such plans, which are attached as Exhibit 10.1 and 10.2, respectively, to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

- 10.1 [Goodyear Supplementary Pension Plan](#)
- 10.2 [The Goodyear Tire & Rubber Company Defined Contribution Excess Benefit Plan](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 10, 2021

THE GOODYEAR TIRE & RUBBER COMPANY

By: /s/ Daniel T. Young

Daniel T. Young

Secretary

GOODYEAR SUPPLEMENTARY PENSION PLAN

December 31, 2021 Restatement

The Goodyear Tire & Rubber Company (the “Company”) previously established the Plan, and amended and restated the Plan on October 7, 2008, effective January 1, 2005. The Company now desires to further amend and restate the Plan effective December 31, 2021 as set forth below. This Restatement effective December 31, 2021 is for the purpose of closing the Plan to new participants effective as of December 31, 2021 and providing that no employee of any of the Goodyear Companies shall be eligible to become a participant in the Plan on or after December 31, 2021. Except as modified with respect to closure of the Plan to new participants as described in Article XVIII, all provisions of the Plan shall continue in full force and effect, including without limitation with respect to all current participants and any employee who becomes a participant prior to December 31, 2021.

I. ELIGIBLE EMPLOYEES

Each employee of The Goodyear Tire & Rubber Company and its subsidiary and affiliated companies (collectively hereinafter sometimes called “Goodyear Companies”) who is a participant in the Retirement Plan for Salaried Employees and/or its successor, The Salaried Pension Plan, The Salaried Savings Plan or a comparable retirement plan for salaried employees which complies with the requirements of Treasury Regulation Section 1.409A-3(j)(5) (herein collectively referred to as “RPSE”), and has been selected from time to time by the Compensation Committee of the Board of Directors as a participant in this Supplementary Pension Plan, shall be eligible to participate either as a participant for Group I or Group II benefits as determined by the Compensation Committee and shall participate in this Plan to the extent of the benefits provided herein (hereinafter referred to as “participant”).

II. DEFINITIONS

- (a) All terms used in this Plan which are defined in the RPSE shall have the same meanings herein as therein, unless otherwise expressly provided in this Plan.
- (b) For establishing Group I Benefits under this Plan, Monthly Retirement Income shall mean the sum of an employee’s Non-Contributory Pension calculated in the manner provided in the RPSE and his Contributory Pension calculated in the manner provided under Section III of this Plan (without regard to Section 415 of the Code). The Chief Executive Officer is given authority with respect to any participant other than himself and the Compensation Committee is given authority with respect to the Chief Executive Officer as a participant to designate for any given year that the earnings of such participant will be calculated by substituting the participant’s target bonus amount under the Performance Recognition Plan in place of the actual bonus amount.

(c) For establishing Group II Benefits under this Plan, an employee's Monthly Retirement Income shall mean the sum of his Non-Contributory Pension calculated in the manner provided in the RPSE as amended May 1, 1985, and his Contributory Pension calculated in the manner provided under Section IV of this Plan (without regard to Section 415 of the Code). The Chief Executive Officer is given authority with respect to any participant other than himself and the Compensation Committee is given authority with respect to the Chief Executive Officer as a participant to designate for any given year that the earnings of such participant will be calculated by substituting the participant's target bonus amount under the Performance Recognition Plan in place of the actual bonus amount.

(d) (Only applies as a Post-2004 Provision)

A Specified Employee is an employee who is a specified employee in accordance with Section 409A of the Code. The specified employee identification date for the Plan is December 31 of each year. The specified employee effective date for the Plan is each following January 1.

(e) (Only applies as a Post-2004 Provision and with respect to Post-2004 Benefits)

For purposes of establishing whether an employee has had a separation from service, the employee will be deemed to have a separation from service on the date of retirement, if the employee after the date of retirement is not reasonably anticipated to provide a level of bona fide services that exceeds 25% of the average level of bona fide services provided by the employee in the immediately preceding 36 months (or the total period of employment, if less than 36 months), within the meaning of Section 409A of tax code.

Continuous Service includes all years of Continuous Service under the RPSE and any additional years of service granted through the Company's Continuity Plan.

III. GROUP I BENEFITS

(a) Amount of Contributory Pension. Contributory Pension shall be an amount equal to the product of:

(i) 1/12th of the Participant's Average Annual Earnings in excess of the applicable Break Point.

multiplied by

(ii) 2.2 percent for each of employee's first 10 years of Continuous Service, plus

1.6 percent for each of employee's next 10 years of Continuous Service, plus

1.0 percent for each of employee's next 10 years of Continuous Service, plus

0.6 percent for each year of Continuous Service in excess of 30.

- (b) Amount of Supplementary Pension at Normal Retirement. The monthly Supplementary Pension payable to an eligible employee for Group I benefits who retires on his normal retirement date under the RPSE shall be determined as the excess, if any, of (i) over (ii) where:
- (i) is the employee's total Monthly Retirement Income, and
 - (ii) is the employee's retirement benefit composed of the sum of (A) the Non-Contributory Pension calculated in the manner provided in the RPSE, (B) the Contributory Pension calculated in the manner provided in the RPSE and (C) the amount of Retirement Contributions made for the Participant in the Salaried Savings Plan assuming interest credited at 120% of the Applicable Federal Long-Term Rate (as prescribed under Section 1274(d) of the Code), compounded monthly, as of the first day of each calendar quarter.

IV. GROUP II BENEFITS

- (a) Amount of Contributory Pension. Contributory Pension shall be equal to the greater of:
- (i) 1/12th of an amount equal to 60 percent of the aggregate contributions made by him under the Plan; or
 - (ii) An amount equal to the product of
 - (A) His Adjusted Earnings in excess of his Monthly Base Amount,
multiplied by
 - (B) 2.4 percent for each of his first 10 years of Continuous Service, plus
1.8 percent for each of his next 10 years of Continuous Service, plus
1.2 percent for each of his next 10 years of Continuous Service, plus
0.6 percent for each year of Continuous Service in excess of 30;Subject, however, to a maximum of 2.2 percent for each year of Continuous Service if he has less than 15 years of Continuous Service.
- (b) Amount of Supplementary Pension at Normal Retirement. The monthly Supplementary Pension payable to an eligible employee for Group II benefits who retires on his normal retirement date under the RPSE shall be determined

as the excess, if any, of (i) over (ii) where:

- (i) is the employee's total Monthly Retirement Income, and
- (ii) is the employee's retirement benefit actually determined under the sum of Non-Contributory and Contributory Pensions calculated in the manner provided in the RPSE.

V. AMOUNT OF SUPPLEMENTARY PENSION AT EARLY RETIREMENT

The monthly Supplementary Pension payable to a participant who retires before attaining normal retirement age under the RPSE shall first be computed in the manner provided by Section III or IV depending upon the participant's Group, taking into account only Continuous Service and Average Earnings to the actual date of early retirement. Such Supplementary Pension shall then be reduced by 4/10 percent for each entire calendar month by which the date of retirement precedes the first day of the month next following the month in which the day preceding the participant's 62nd birthday occurs.

VI. AMOUNT OF SUPPLEMENTARY PENSION AT DISABILITY RETIREMENT

(Only applies as a Pre-2005 Provision)

The monthly Supplementary Pension payable to a participant who retires on a deferred disability pension under the RPSE shall be computed in the manner provided by Section III or IV depending upon the participant's Group, taking into account only Continuous Service and Average Earnings to the actual date of disability retirement.

AMOUNT OF SUPPLEMENTARY PENSION UPON DISABILITY

(Only applies as a Post-2004 Provision)

All Supplementary Pension Post-2004 Benefits will be paid in a lump sum within 90 days after the Participant becoming disabled.

A Participant is disabled if the Participant receives at least twelve months of the Company's Long-Term Disability Benefits for Salaried Employees provided that the definition of disability under such plan remains in compliance with Treasury Regulation Section 1.409A-3(i)(4).

VII. CALCULATION OF BENEFITS

Participants in this Plan designated as Group I participants who were also participants in this Plan as of June 1, 1988, shall have their benefits calculated under the Group II benefit program as well as under the Group I benefit program and shall be entitled to receive the higher benefit.

VIII. CHANGE IN SUPPLEMENTARY BENEFIT

The retirement benefit provided under this Plan is subject to reduction after a participant's

retirement based on increases in his benefits under the RPSE due to Section 415 limit changes. Even though a change in the supplementary benefit may occur as provided in this Section, no change will occur to the participant's aggregate benefits under this Plan and the RPSE. The Compensation Committee of the Board of Directors may, in its discretion, add years to a participant's years of service for purposes of calculating the participant's Supplementary Pension prior to the Participant's participation in this Plan.

IX. OPTIONAL METHODS OF PAYMENT

(Only applies as a Pre-2005 Provision)

A Participant may choose to have their Pre-2005 Benefit paid in any optional form that applies with respect to an employee's pension under the RPSE, however, such optional form shall be independently elected (from the election made for the form of payment for the benefit under the RPSE) for the Supplementary Pension for which he may be eligible under this Plan. His Supplementary Pension shall be adjusted and paid using the same actuarial factors that would be used under the RPSE to adjust such comparable option.

X. SURVIVOR BENEFIT

If an eligible employee dies before retirement or other termination of employment and a regular survivor benefit is payable to his surviving spouse under the RPSE, a regular survivor benefit shall also be payable to such surviving spouse under this Supplementary Pension Plan. Any such regular survivor benefit payable under this Plan shall be computed in the same manner as the regular survivor benefit under the RPSE but shall be based on the Supplementary Pension payable under this Plan. Any Survivor benefit that is attributable to Post 2004 Benefits will be paid in a lump sum within 75 days of the Participant's death.

XI. PAYMENT OF BENEFITS

(a) All payments shall be made by the Trustee under the Trust Agreement for Goodyear Supplementary Pension Plan to the extent the assets held by such Trustee are sufficient to pay Supplementary Pension Benefits hereunder and, to the extent such assets are not sufficient or in the event the Trustee is precluded from making payments due to legal requirements or the insolvency of The Goodyear Tire & Rubber Company or an employer, such payments shall be made by The Goodyear Tire & Rubber Company from its general assets or by the employer from its general assets.

(b) (only applies as a Pre-2005 Provision)

All Supplementary Pension Pre-2005 Benefits provided for hereunder shall normally be payable in monthly installments. The provision of the RPSE regarding the dates of first and last payments of any pension or other amounts payable in installments shall be applicable to amount payable under this Plan.

(only applies as a Post-2004 Provision and with respect to Post-2004 Benefits) All Supplementary Pension Post-2004 Benefits provided for

hereunder shall be paid as a lump sum. Such lump sum payments will be made within 90 days after separation from service to any Participant who is not a Specified Employee. Any Participant who is a Specified Employee shall be paid such lump sum on the first business day that is more than six months following the date of retirement. There is no adjustment to be made for the amount of the payment due to the six-month waiting requirement.

(c) (only applies as a Pre-2005 Provision with respect to Pre-2005 Benefits)

During the period beginning 120 days prior to a participant's retirement and ending 30 days prior to a participant's retirement, the participant may elect to receive a lump sum settlement of the Supplementary Pension Benefits payable under this Plan, subject to the following:

- (i) The election to receive a lump sum settlement must meet the requirements of Article IX of this Plan.
 - (ii) The election to receive a lump sum settlement must be approved and accepted by the Pension Board, which shall approve such election only if it determines, in its sole discretion, that a lump sum settlement is in the best interests of the participant and his spouse.
 - (iii) The election to receive a lump sum settlement, once approved, shall be irrevocable.
 - (iv) The amount of the lump sum settlement shall be computed by applying the rate in effect under the RPSE at the time the lump sum settlement is to be made and the other actuarial assumptions contained in the RPSE in effect at that time.
- (d) An employee's beneficiary for the purpose of this Plan shall be the beneficiary designated by him under the RPSE. The provisions of the RPSE with respect to amounts payable to a surviving spouse or beneficiary and selection of a beneficiary shall apply to amounts payable under this Supplementary Pension Plan and the selection of a beneficiary under this Plan.

XII. ADMINISTRATION OF HOSPITAL INSURANCE TAXES

Due to the enactment of the Omnibus Budget Reconciliation Act of 1993, effective January 1, 1994, the benefits payable under this Plan became subject to Hospital Insurance taxes. The Company reserves the right to administer those taxes pursuant to its good faith interpretation of the applicable laws and its business judgment. Those taxes may be withheld from monthly benefits payable hereunder or may be deducted from lump-sum payments due hereunder. It may be necessary in administering such taxes to calculate the lump-sum present value of the benefit and pay taxes on such value, regardless of method of payment, in which event the Participant may be required to pay the applicable taxes at the time they are deemed to be due, prior to the time full payment of the benefits hereunder is received. The Company reserves the right to deduct taxes paid by it on the lump-sum present value of the benefit from monthly

benefit payments until recouped if other arrangements are not made for payment of taxes by the Participant.

XIII. FORFEITURE OF BENEFITS

- (a) Entitlement to Supplementary Pension. To be entitled to retire and receive a Supplementary Pension, a Participant must have attained normal retirement age (age 65) with five (5) years of service, have thirty years of service or attain age 55 with ten (10 years) of service. To receive a Supplementary pension for a Disability Retirement [or, with respect to Post-2004 Benefits, upon becoming disabled] the Participant must have 10 years of Continuous Service.
- (b) Detrimental Conduct. The right of any participant to a benefit under this Plan will be terminated, or, if payment thereof has begun, all further payments will be discontinued and forfeited in the event such participant (i) at any time subsequent to the effective date wrongfully discloses any secret process or trade secret of the Goodyear Companies, or (ii) engages, either directly or indirectly, as an officer trustee, employee, consultant, partner, or substantial shareholder, on his own account or in any other capacity, in a business venture that, within the ten-year period following his retirement, sells products in competition with products manufactured or sold by the Goodyear Companies. A participant who applies for a lump sum benefit as provided under the Plan shall be required at the time of such application to warrant that such participant will not commit any conduct which would cause a forfeiture of his benefits and also agree to refund to The Goodyear Tire & Rubber Company his lump sum benefit in the event his conduct constitutes a forfeiture of benefits as provided in this Article of the Plan.

XIV. ADMINISTRATION

- (a) The Goodyear Tire & Rubber Company shall be the general administrator of this Plan. The routine administration of the Plan, except as otherwise provided in Section XVI, shall be by the Pension Board which shall have authority to make, amend, interpret and enforce all appropriate rules and regulations for the administration of the Plan and decide or resolve any and all questions including interpretations of this Plan, as may arise in connection with this Plan.
- (b) In the administration of this Plan, the Pension Board may, from time to time, employ agents and delegate to them such administrative duties as it sees fit and may from time to time consult with counsel who may be counsel to the Company.
- (c) The decision or action of the Pension Board in respect of any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations thereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

XV. TERMINATION, SUSPENSION OR AMENDMENT

- (a) The Board of Directors may terminate, suspend or amend this Plan at any time or from time to time, in whole or in part subject to the requirements of this Article. However, no such termination, suspension or amendment shall adversely affect (1) the benefits of any employee who has theretofore retired or (2) the right of any then current employee to receive upon retirement, or of his surviving spouse or beneficiary to receive upon his death, the amount as a Supplementary Pension or survivor benefit, as the case may be, to which such person would have been entitled under this Plan prior to its termination, suspension or amendment taking into account the employee's Continuous Service and Average Earnings calculated as of the date of such termination, suspension or amendment; provided, however, that this sentence shall not apply to any such termination, suspension or amendment certified by the Board of Directors as having been authorized by them by reason of a finding by said Board that a change has occurred in the laws (or the interpretation of such laws) applicable to the Company, this Plan or the eligible employees.
- (b) Notwithstanding the foregoing, no termination or amendment of this Plan may accelerate payment of Post-2004 Benefits to any Participant except under the following conditions subject to the mandatory six-month delay for Specified Employees:
 - (1) The Company may terminate and liquidate the Plan within 12 months of a corporate dissolution traced under section 331, or with the approval of a bankruptcy court pursuant to 11 U.S.C. §503(b)(1)(A), provided that the amounts deferred under the Plan are included in the Participants' gross incomes in the latest of the following years (or, if earlier the taxable year in which the amount is actually or constructively received): (a) the calendar year in which the Plan termination and liquidation occurs; (b) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or (c) the first calendar year in which the payment is administratively practicable.
 - (2) The Company may terminate and liquidate the Plan pursuant to irrevocable action taken by the Board of Directors within the 30 days preceding or the 12 months following a change in control event (as defined in Treasury Regulation §1.409A-3(i)(5)), provided that this paragraph will only apply to a payment under a plan if all agreements, methods, programs, and other arrangements sponsored by the Company immediately after the time of the change in control event with respect to which deferrals of compensation are treated as having been deferred under a single plan under Treasury Regulation §1.409A-

l(c)(2) are terminated and liquidated with respect to each Participant that experienced the change in control event, so that under the terms of the termination and liquidation all such participants are required to receive all amounts of compensation deferred under the terminated agreements, methods, programs and other arrangements within 12 months of the date the Company irrevocably takes all necessary action to terminate and liquidate the agreements, methods, programs, and other arrangements.

- (3) The Company may terminate and liquidate the Plan, provided that (a) the termination and liquidation does not occur proximate to a downturn in the financial health of the Company; (b) the Company terminates and liquidates all agreements, methods, programs, and other arrangements sponsored by the Company that would be aggregated with any terminated and liquidated agreements, methods, programs, and other arrangements under Treasury Regulation §1.409-1(c) if any Participant had deferrals of compensation under all of the agreements, methods, programs, and other arrangements that are terminated and liquidated; (c) no payments in liquidation of the Plan are made within 12 months of the date the Company takes all necessary action to irrevocably terminate and liquidate the Plan other than payments that would be payable under the terms of the Plan if the action to terminate and liquidate the Plan had not occurred; (d) all payments are made within 24 months of the date the Company takes all necessary action to irrevocably terminate and liquidate the Plan; and (e) the Company does not adopt a new plan that would be aggregated with any terminated and liquidated plan under Treasury Regulation §1.409A-1(c) if the same service provider participated in both plans, at any time within three years following the date the service recipient takes all necessary action to irrevocably terminate and liquidate the Plan.

XVI. ADJUSTMENTS IN SUPPLEMENTARY PENSION FOLLOWING RETIREMENT

If the Pension payable under the RPSE to any employee is increased following his retirement as a result of a general increase in the pension payable to retired employees under this Plan, which becomes effective after January 1, 1978, the amount of the Supplementary Pension thereafter payable to such employee under this Supplementary Pension Plan shall be determined by the Board of Directors. In no event shall the amount equal to the sum of the employee's retirement benefits the employee receives at retirement under the RPSE and under this Supplementary Pension Plan be reduced by any adjustments in the supplementary Pension following retirement.

XVII. GENERAL CONDITIONS

- (a) No pension or other benefit provided under the Plan may be alienated, sold, transferred, assigned, pledged or encumbered, in whole or in part; nor shall any

such pension or other benefit be subject to any claim of any creditor or to garnishment, attachment or other legal process; and any attempt to accomplish the same shall be void. All pensions and other benefits shall be payable in United States dollars.

- (b) The adoption and maintenance of the Plan shall not be deemed to constitute a contract with any employee or to be consideration for, an inducement to, or a condition of, the employment of any employee. None of the Goodyear Companies shall have any liability to provide pensions or other benefits under the Plan except as expressly provided herein, and no employee, unless and until his retirement or other termination of employment occurs while the Plan is in full force and effect and under conditions or eligibility for pension or other benefit, shall have any right to a pension or other benefit under the Plan. Employment rights shall not be enlarged or affected by reason of any provision of the Plan.
- (c) The obligation of the Goodyear Companies under the Plan to provide an employee or his beneficiary with a Supplementary Pension merely constitutes the unsecured promise of the Goodyear Companies to make payments as provided herein, and no person shall have any interest in, or a lien or prior claim upon, any property of the Goodyear Companies or the Trustee under the Trust Agreement for Goodyear Supplementary Pension Plan.
- (d) Notwithstanding anything to the contrary contained in the Plan, (i) an employee's right to a normal retirement pension under the Plan shall be nonforfeitable (except as provided in Section XIII) upon and after the date he attains his normal retirement age, and (ii) in the event of the termination or a partial termination of the Plan, the rights of all employees who are affected by such termination to benefits accrued to the date of such termination, shall be nonforfeitable.
- (e) Compliance with Section 409A of the Code. (1) It is intended that the Plan comply with the provisions of Section 409A of the Code, so as to prevent the inclusion in gross income of any amounts deferred hereunder in a taxable year that is prior to the taxable year or years in which such amounts would otherwise actually be paid or made available to Participants or Beneficiaries. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Committee shall not take any action that would be inconsistent with such intent.

(2) Although the Committee shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of deferrals under this Plan is not warranted or guaranteed. Neither the Company, the other members of the Affiliated Group, the Board, nor the Committee (nor its designee) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by any Participant, Beneficiary or other taxpayer as a result of the Plan.

(3) Any reference in this Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance promulgated with respect to such Section 409A by the U.S. Department of Treasury or the Internal Revenue Service. For purposes of the Plan, the phrase “permitted by Section 409A of the Code,” or words or phrases of similar import, shall mean that the event or circumstance shall only be permitted to the extent it would not cause an amount deferred or payable under the Plan to be includible in the gross income of a Participant or Beneficiary under Section 409A(a)(1) of the Code.

XVIII. CLOSURE OF PLAN TO NEW PARTICIPANTS

Effective December 31, 2021, the Plan shall be closed to new participants and no employee of any of the Goodyear Companies shall be eligible to become a participant in the Plan on or after December 31, 2021. Except as modified with respect to closure of the Plan to new participants as described in this Article XVIII, all provisions of the Plan shall continue in full force and effect, including without limitation with respect to all current participants and any employee who becomes a participant prior to December 31, 2021.

EXECUTED this 6th day of December, 2021.

THE GOODYEAR TIRE & RUBBER COMPANY

By: /s/ Gary VanderLind

Gary VanderLind

Senior Vice President and Chief Human Resources
Officer

Attest:

/s/ Daniel T. Young

Daniel T. Young
Secretary

THE GOODYEAR TIRE & RUBBER COMPANY
DEFINED CONTRIBUTION EXCESS BENEFIT PLAN

WHEREAS, the Company previously established an excess benefit plan for the purpose of providing supplemental retirement benefits on an unfunded basis to a select group of management or highly compensated employees eligible to participate in accordance with the terms hereof, as contemplated by Section 201(2) of the Employee Retirement Income Security Act of 1974, as amended;

NOW, THEREFORE, said excess benefit plan which was adopted October 7, 2008, effective January 1, 2005, and amended and restated effective September 7, 2012, is further amended and restated effective January 1, 2022 to provide as follows:

ARTICLE I
DEFINITIONS

For the purposes hereof, the following words and phrases shall have the meanings indicated:

1. The "Act" shall mean the Employee Retirement Income Security Act of 1974, as amended.
2. An "Affiliated Employer" shall mean any employer required to be affiliated with the Company under Section 414(b), (c), or (m).
3. The "Code" shall mean the Internal Revenue Code of 1986 as amended.
4. The "Company" shall mean The Goodyear Tire & Rubber Company, an Ohio corporation, its corporate successors and the surviving corporation resulting from any merger of The Goodyear Tire & Rubber Company with any other corporation or corporations.
5. An "Employee" shall mean any person employed by an Employer on a salaried basis and eligible to participate in the Savings Plan.
6. An "Employer" shall mean the Company and any other Affiliated Employer

who adopts the Plan with the consent of the Company and Goodyear Dunlop Tires North America, Ltd. ("GDTNA") for any period of service after September 6, 2012.

7. An "Excess Benefit" is the benefit payable under this Plan pursuant to Article II.

8. The "Excess Compensation" is the amount of compensation for any Participant in the Savings Plan to the extent the Participant had compensation limited by either Code Sections 401(a)(17) or 415(c) from being taken into account in computing the Employer's Retirement Contributions for the Participant in the Savings Plan.

9. The "Excess Contribution" shall be the amount of contribution made pursuant to Sections 3.3 or 3.4.

10. A "Participant" shall mean any Employee who was a Participant in the Savings Plan and who had Excess Compensation.

11. "Plan" shall mean the plan as set forth herein, together with all amendments hereto, which shall be called "The Goodyear Tire & Rubber Company Defined Contribution Excess Benefit Plan."

12. The "Savings Plan" shall mean either The Goodyear Tire & Rubber Company Employee Savings Plan for Salaried Employees, the Goodyear Dunlop Tires North America, Ltd. Employee Savings Plan For Salaried Employees or The Goodyear Tire & Rubber Company Savings Plan for Retail Employees, as the same shall be in effect on the various dates of an Employee's participation.

All other words and phrases used herein shall have the meanings given them in the Savings Plans, unless a different meaning is clearly required by the context.

ARTICLE II

EXCESS BENEFIT

1. Eligibility. A Participant who dies or terminates employment with an

Employer under conditions that make such Participant or beneficiary eligible for a benefit derived from Retirement Contributions under the Savings Plan, who had Excess Compensation and who does not receive a benefit from The Goodyear Tire & Rubber Company Supplementary Pension Plan shall be eligible for an Excess Benefit.

2. Amount of Excess Benefit. The amount of the Excess Benefit shall be the sum of all Excess Contributions notionally credited increased by (a) from January 1, 2005 until September 30, 2008, a seven (7) percent compounded annual return, and (b) commencing October 1, 2008, interest credited at 120% of the Applicable Federal Long-Term Rate as of the first day of each quarter (as prescribed under Section 1274(d) of the Code), compounded monthly, computed from the date of each notional contribution. The amount of the Excess Benefit for any participant who participated in The Goodyear Dunlop Tires North America, Ltd. Excess Savings Plan shall be the amount of the balance earned in such Plan through September 6, 2012 plus benefits earned by the participant in this Plan.

3. Excess Contributions. Excess Contributions will be notionally credited to a Participant on the last day of any calendar month in which the Participant had Excess Compensation. The Excess Contributions will be for the amount that the Participant would have had additional Retirement Contributions to the Savings Plan for such month with respect to the Participant's Excess Compensation.

4. Minimum Excess Contributions. If a Participant only received Retirement Contributions of three (3) percent of Compensation under the Savings Plan for any given month then the Excess Contributions under Section 3 of Article II will be five (5) percent of the Excess Compensation of such Participant for such month.

ARTICLE III **TIME AND FORM OF PAYMENT**

1. Payment of Benefits. Each Excess Benefit provided for hereunder shall be

paid as a lump sum to the Participant or to the Participant's beneficiary under the Savings Plan, if the Participant is deceased. Such lump sum payments will be made within 90 days after death to any beneficiary or within 90 days after any Separation from Service if Participant is vested in the Savings Plan and is not a Specified Employee. Any Participant who is a Specified Employee shall be paid such lump sum on the first business day that is more than six months after the date of Separation from Service.

2. Specified Employees. A Specified Employee is an employee who is a specified employee in accordance with Section 409A of the Code. The specified employee identification date for the Plan is December 31 of each year. The specified employee effective date for the Plan is each following January 1.

3. Separation from Service. For purposes of establishing whether an employee has a Separation from Service, the employee will be deemed to have a Separation from Service on the date of termination of employment, if the employee after the date of termination of employment is not reasonably anticipated to provide a level of bona fide services that exceeds 25% of the average level of bona fide services provided by the employee in the immediately preceding 36 months (or the total period of employment, if less than 36 months), within the meaning of Section 409A of the Code.

ARTICLE IV **ADMINISTRATION**

The Plan is a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. Accordingly, the Plan shall be construed and administered in the manner appropriate to maintain the Plan's status as such under the Act. To the extent that the Act applies to the Plan, the Company shall be the "named fiduciary" of and the "plan administrator" of the Plan. The Company shall be responsible for the general administration of the Plan and for carrying out the provisions hereof.

The Employers shall be responsible for making any required benefit payments under the Plan. The Company shall have the sole and absolute authority and power to administer and carry out the provisions of the Plan, except that the Employers shall make any required benefit payments hereunder; to determine all questions relating to eligibility for and the amount of any benefit hereunder and all questions pertaining to claims for benefits and procedures for claim review; to resolve all other questions arising under the Plan, including any questions of construction; and to take such further action as the Company shall deem advisable in the administration of the Plan. All actions taken and decisions made by the Company hereunder be final and binding upon all interested parties.

ARTICLE V
AMENDMENT AND TERMINATION

1. Right to Amend or Terminate. The Company reserves the right in its sole and absolute discretion to amend or terminate the Plan at any time by action of its Board of Directors subject to the requirements of this Article; provided, however, that no such action shall adversely affect the right of any Employee or beneficiary to any Excess Benefit determined under the provisions of the Plan previously in effect for any period of time that the Employee was a Participant.

2. Notwithstanding the foregoing, no termination or amendment of this Plan may accelerate payment of Excess Benefits to any Participant except under the following conditions subject to the mandatory six-month delay for Specified Employees:

(1) The Company may terminate and liquidate the Plan within 12 months of a corporate dissolution taxed under section 331, or with the approval of a bankruptcy court pursuant to 11 U.S.C. §503(b)(1)(A), provided that the amounts deferred under the Plan are included in the Participants' gross incomes in the latest of the following years (or, if earlier the taxable year in which the amount is actually or constructively received):

(a) the calendar year in which the Plan termination and

liquidation occurs; (b) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or (c) the first calendar year in which the payment is administratively practicable.

(2) The Company may terminate and liquidate the Plan pursuant to irrevocable action taken by the Board of Directors within the 30 days preceding or the 12 months following a change in control event (as defined in Treasury Regulation § 1.409A-3(i)(5)), provided that this paragraph will only apply to a payment under the plan if all agreements, methods, programs, and other arrangements sponsored by the Company immediately after the time of the change in control event with respect to which deferrals of compensation are treated as having been deferred under a single plan under Treasury Regulation § 1.409A-1(c)(2) are terminated and liquidated with respect to each Participant that experienced the change in control event, so that under the terms of the termination and liquidation all such participants are required to receive all amounts of compensation deferred under the terminated agreements, methods, programs and other arrangements within 12 months of the date the Company irrevocably takes all necessary action to terminate and liquidate the agreements, methods, programs, and other arrangements.

(3) The Company may terminate and liquidate the Plan, provided that (a) the termination and liquidation does not occur proximate to a downturn in the financial health of the Company; (b) the Company terminates and liquidates all agreements, methods, programs, and other arrangements sponsored by the Company that would be aggregated with any terminated and liquidated agreements, methods, programs, and other arrangements under Treasury Regulation § 1.409-1(c) if any Participant had deferrals of compensation under all of the agreements, methods, programs, and other arrangements that are terminated and liquidated; (c) no payments in liquidation of the Plan are made within 12 months of the date the Company takes all necessary action to irrevocably terminate and liquidate the Plan other than payments that would be payable under the terms of the Plan if the action to terminate and liquidate the Plan had not occurred; (d) all

payments are made within 24 months of the date the Company takes all necessary action to irrevocably terminate and liquidate the Plan; and (e) the Company does not adopt a new plan that would be aggregated with any terminated and liquidated plan under Treasury Regulation §1.409A-1(c) if the same service provider participated in both plans, at any time within three years following the date the service recipient takes all necessary action to irrevocably terminate and liquidate the Plan.

ARTICLE VI
ADOPTION BY AFFILIATED EMPLOYERS

Any Affiliated Employer that at the time is not an Employer hereunder may adopt the Plan and become an Employer hereunder by action of its Board of Directors and by filing written notice thereof with the Company. Each Employer other than the Company shall have the right to withdraw from the Plan by action of its Board of Directors and by filing written notice thereof with the Company, in which event the Employer shall cease to be an Employer for purposes of the Plan; provided, however, that no withdrawal shall affect the right of any Employee or beneficiary to any Excess Benefits for any period of time that the Employee was an Excess Benefit Employee.

ARTICLE VII
MISCELLANEOUS

1. Non-Alienation of Retirement Rights or Benefits. No Employee and no beneficiary of an Employee shall encumber or dispose of such person's right to receive any payments hereunder. Payments hereunder, or the right thereto, are expressly declared to be non-assignable and non-transferable. If an Employee or beneficiary attempts to assign, transfer, alienate, or encumber the right to receive any payment hereunder or permits the same to be subject to alienation, garnishment, attachment, execution, or levy of any kind, then thereafter during the life of such Employee or beneficiary, and also during any period in which any Employee or beneficiary is incapable in the judgment of an Employer of attending to personal financial affairs,

any payments which an Employer is required to make hereunder may be made, in the sole and absolute discretion of the Employer, either directly to such Employee or beneficiary or to any other person for the future care, use or benefit of such Employee or beneficiary or that of such person's dependents, if any. Each such payment may be made without the intervention of a guardian, the receipt of the payee shall constitute complete satisfaction for the Employer with respect thereto, and the Employer shall have no responsibility for the proper application thereof.

2. Plan Non-Contractual. Nothing herein contained shall be construed as a commitment or agreement on the part of any person employed by an Employer to continue employment with the Employer, and nothing herein contained shall be construed as a commitment on the part of an Employer to continue the employment, the annual rate of compensation, or any term or condition of employment of such person for any period, and all Employees shall remain subject to discharge to the same extent as if the Plan had never been put into effect.

3. Interest of Employee an Unfunded, Unsecured Promise. The provision of this paragraph 3 shall apply notwithstanding any other provision of the Plan to the contrary. All benefits payable under the Plan are payable solely from an Employer's general assets. The obligation of an Employer under the Plan to provide an Employee or beneficiary a benefit is solely the unfunded, unsecured promise of the Employer to make payments as provided herein. No person shall have any interest in, or a lien or prior claim upon, any property of an Employer with respect to such benefits greater than that of a general creditor of the Employer.

4. Claims of Other Persons. The provisions of the Plan shall in no event be construed as giving any person, firm, or corporation any legal or equitable right as against any Employer, its officers, employees, or directors, except any such rights as are specifically provided for in the Plan or are hereafter created in accordance with the terms and provisions of the Plan.

5. Absence of Liability. No member of the Board of Directors of any Employer nor any officer of any Employer shall be liable for any act or action hereunder, whether of

commission or omission, taken by any other member, or by an officer, agent, or employee, or, except in circumstances involving his bad faith, for anything done or omitted to be done by himself.

6. No Competition. The right of any Employee or beneficiary to an Excess Benefit will be terminated, or, if payment thereof has begun, all further payments will be discontinued and forfeited in the event such Employee (i) at any time subsequent to the effective date wrongfully discloses any secret process or trade secrets of the Company or any Affiliated Employer, or any of the Company's subsidiaries, or (ii) engages, either directly or indirectly, as an officer, trustee, employee, consultant, partner, or substantial shareholder, on his own account or in any other capacity, in a business venture that within the ten-year period following his retirement the Company's Board of Directors reasonably determines to be competitive with the Company's or any of its Affiliated Employers, or any of the Company's subsidiaries, to a degree materially contrary to the best interests of the Company or any of its Affiliated Employers, or any of the Company's subsidiaries.

7. Severability. The invalidity or unenforceability of any particular provision of the Plan shall not affect any other provision hereof, and the Plan shall be construed in all respects as if such invalid or unenforceable provision were omitted herefrom.

8. Governing Law. The provisions of the Plan shall be governed by and construed in accordance with the laws of the State of Ohio.

9. Compliance with Section 409A of the Code. (a) It is intended that the Plan comply with the provisions of Section 409A of the Code, so as to prevent the inclusion in gross income of any amounts deferred hereunder in a taxable year that is prior to the taxable year or years in which such amounts would otherwise actually be paid or made available to Participants or Beneficiaries. This Plan shall be construed, administered, and governed in a manner that affects such intent, and the Committee shall not take any action that would be inconsistent with such intent.

(b) Although the Committee shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of deferrals under this Plan is not warranted or guaranteed. Neither the Company, the other members of the Affiliated Group, the

Board, nor the Committee (nor its designee) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by any Participant, Beneficiary or other taxpayer as a result of the Plan.

(c) Any reference in this Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance promulgated with respect to such Section 409A by the U.S. Department of Treasury or the Internal Revenue Service. For purposes of the Plan, the phrase “permitted by Section 409A of the Code,” or words or phrases of similar import, shall mean that the event or circumstance shall only be permitted to the extent it would not cause an amount deferred or payable under the Plan to be includible in the gross income of a Participant or Beneficiary under Section 409(A)(a)(1) of the Code.

ARTICLE VIII

PERFORMANCE BASED BENEFIT

1. Eligibility. Individuals employed by any Employer as selected from time to time by the Committee shall be eligible for a Performance Based Benefit, provided such individuals are part of a select group of management or highly compensated employees and are not participating in The Goodyear Tire & Rubber Company Supplementary Pension Plan. Employees eligible for a Performance Based Benefit shall be referred to herein as “Performance Eligible Participants.” For the avoidance of doubt, an Employee who is selected as a Performance Eligible Participant with respect to a Performance Based Benefit may also be a Participant with respect to an Excess Benefit under the terms of the Plan.

2. Amount of Performance Based Benefit. The amount of the Performance Based Benefit shall be the sum of all Performance Based Contributions notionally credited increased by interest credited at 120% of the Applicable Federal Long-Term Rate as of the first day of each quarter (as prescribed under Section 1274(d) of the Code), compounded monthly, computed from the date of each notional contribution.

3. Performance Based Contributions. Performance Based Contributions will be notionally credited to a Performance Eligible Participant on the last day of the Performance Period for which the Committee determines that a Performance Based Contribution shall be credited for such Performance Eligible Participant as described herein. The amount of any Performance Based Contribution

credited to a Performance Eligible Participant for any Performance Period shall be the Performance Eligible Participant’s annual base salary paid during the applicable Performance Period, limited to twelve (12) months, plus the award determined to be payable to the Performance Eligible Participant for the Performance Period under the Company’s Executive Annual Incentive Plan (the “EAIP”), if any, multiplied by the applicable percentage set forth below, depending upon the extent to which the Company-wide Performance Objectives for that Performance Period have been achieved under the EAIP:

<u>Performance Under EAIP</u>	<u>Percentage</u>
Minimum 0%	0%
Threshold 50%	7%
Target 100%	14%
Maximum 200%	28%

For achievement of Company-wide Performance Objectives established under the EAIP between the above stated percentages, the percentages below 7% and between the breakpoints up to 28% shall be interpolated, provided, however that the percentage cannot exceed 28%, regardless of the extent to which Company-wide Performance Objectives are achieved under the EAIP. For the avoidance of doubt, a Performance Eligible Participant may be eligible to have both Excess Contributions and Performance Based Contributions notionally credited to him under the terms of the Plan for any Performance Period.

4. Vesting of Performance Based Contributions. A Performance Eligible Participant shall vest in his Performance Based Contributions under the Plan in accordance with the following:

<u>Years of Participation</u>	<u>Vesting Percentage</u>
Less than 5 years	0%
5 years	50%
7 years	75%
10 years or more	100%

Notwithstanding the above vesting schedule, a Performance Eligible Participant shall become 100% vested in his Performance Based Contributions upon attainment of age 62, regardless of his Years of Participation.

A "Year of Participation" shall be the twelve (12) consecutive month period beginning with the date the individual becomes a Performance Eligible Participant and each succeeding twelve (12) month period, provided the individual remains a Performance Eligible Participant. For purposes of determining a Year of Participation, a Performance Eligible Participant shall be credited for each month in which he is a Performance Eligible Participant for one (1) day or more. Upon an individual's ceasing to be a Performance Eligible Participant, all credit for Years of Participation in the Plan shall cease and any Performance Based Contributions that remain unvested shall be forfeited. A Performance Eligible Participant shall cease to be a Performance Eligible Participant upon his Separation from Service for any reason or as determined in the sole discretion of the Committee. A Performance Eligible Participant shall be credited with full Years of Participation in the Plan and no partial Years of Participation shall be credited. Notwithstanding anything herein to the contrary, a Performance Eligible Participant shall become 100% vested in his Performance Based Contributions in the event of his death or Separation from Service due to Disability while he is a Performance Eligible Participant.

5. Time and Form of Payment of Performance Based Contributions. Provided a Performance Eligible Participant has completed at least five (5) Years of Participation in the Plan or has attained age 62 at the time of his Separation from Service, the vested portion of his Performance Based Benefit provided for hereunder shall be paid as a lump sum to the Performance Eligible Participant or his Beneficiary if the Participant is deceased. Notwithstanding the foregoing, in the event of a Performance Eligible Participant's death or Separation from Service due to Disability, in either case, prior to completion of at least five (5) Years of Participation or attainment of age 62, the vested Performance Based Benefit shall be paid as a lump sum to the Performance Eligible Participant or his Beneficiary if the Participant is deceased. Such lump sum payment will be made within 90 days after death to the Beneficiary, or within 90 days after any Separation from Service if the Performance Eligible Participant is vested in any portion of the Performance Based Contributions and is not a Specified Employee. Any Performance Eligible Participant who is a Specified Employee shall be paid such lump sum on the first business day that is more than six months after the date of Separation from Service.

6. Amendment and Termination of Plan with Respect to Vested Performance Based Benefits. In addition to its reservations of rights with respect to Excess Benefits as described in Article V, Section 1, the Company reserves the right in its sole and absolute discretion to amend or terminate the Plan at any time by action of its Board of Directors, subject to Article V, provided, however, that no such action shall adversely affect the right of any Performance Eligible Participant or Beneficiary to any vested Performance Based Benefit determined under the provisions of the Plan previously in effect for any period of time that the individual was a Performance Eligible Participant. Further, the provisions of Article V, Section 2 that provide that no termination or amendment of this Plan may accelerate payment of Excess Benefits except under the conditions specified in said Section 2, shall apply to the vested Performance Based Benefits as well.

7. Adoption by Affiliated Employers with Respect to Vested Performance Based Benefits. The withdrawal of any Employer from the Plan pursuant to Article VI shall not affect the right of any Performance Eligible Participant or Beneficiary to any vested Performance Based Benefit for any period of time that the individual was a Performance Eligible Participant.

8. Application of Article VII of the Plan. The terms and provisions of Article VII of the Plan shall apply to this Article VIII.

9. Definitions. For the purposes hereof, the following words and phrases shall have the meanings indicated below:

(i) “Beneficiary” shall mean the Performance Eligible Participant’s beneficiary under the Savings Plan and if the Performance Eligible Participant is not eligible to participate in the Savings Plan, the beneficiary or beneficiaries designated by the Performance Eligible Participant in the form and manner prescribed by the Company.

(ii) “Committee” shall mean the Compensation Committee of the Company’s Board of Directors.

(iii) “Disability” shall mean “disability” as defined in the Company’s long term disability plan.

(iv) “Performance Based Benefit” shall mean the benefit payable under this

Plan pursuant to Article VIII.

(v) “Performance Based Contribution” shall mean the amount of contribution notionally credited pursuant to Section 3 of Article VIII.

(vi) “Performance Objective” shall have the same meaning as defined in the EAIP.

(vii) “Performance Period” shall have the same meaning as defined in the EAIP.

EXECUTED this 6th day of December, 2021.

THE GOODYEAR TIRE & RUBBER COMPANY

By: /s/ Gary VanderLind

Gary VanderLind

Senior Vice President and Chief Human Resources
Officer

Attest:

/s/ Daniel T. Young

Daniel T. Young

Secretary